

**AGREEMENT FOR PARTICIPATION IN THE OAKLAND COUNTY HUMAN  
TRAFFICKING TASK FORCE**

**BETWEEN**

**COUNTY OF OAKLAND, THE OAKLAND COUNTY SHERIFF,**

**AND**

**CITY OF MADISON HEIGHTS**

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This Agreement ("Agreement") is made between OAKLAND COUNTY, a Michigan constitutional and municipal corporation, whose address is 1200 North Telegraph, Pontiac, Michigan 48341 ("County"), the OAKLAND COUNTY SHERIFF, a Michigan constitutional officer, whose address is 1200 North Telegraph Rd., Pontiac, Michigan 48341, Bldg. #38 East ("Sheriff"), and CITY OF MADISON HEIGHTS, a municipal corporation whose address is 300 West 13 Mile Road, Madison Heights, Michigan 48071 ("Municipality").

In this Agreement, the County, Sheriff, and the Municipality may be referred to individually as "Party" or jointly as "Parties." Oakland County Sheriff's Office ("OCSO") means the County and the Sheriff jointly.

In consideration of the mutual promises, obligations, representations, and assurances set forth in this Agreement, the Parties agree as follows:

1. **AUTHORITY AND PURPOSE.** The parties enter this interlocal agreement pursuant to 1951 PA 35 (MCL 124.1 *et seq.*) and 1967 PA 7 (MCL 124.501 *et seq.*) for the purpose of participating in the Oakland County Sheriff's Office Human Trafficking Task Force ("Task Force") under the direction and supervision of the OCSO.

The mission of the Task Force is to encourage cooperation between law enforcement agencies to apprehend and convict those involved in human trafficking in Oakland County.

2. **MUNICIPALITY'S RESPONSIBILITIES.**

- 2.1. The Municipality will provide a dedicated, private, and secure space for the Task Force to operate, including:
  - 2.1.1. Repair and maintenance.

- 2.1.2. Utilities for the building, including, but not limited to, electricity, heating, cooling and water.
- 2.1.3. Janitorial services.
- 2.1.4. Office furniture and equipment, including, but not limited to, telephones, copier, fax, and office supplies, and repair and maintenance of such furniture and equipment. Security equipment, as necessary, to ensure the space remains secure from unauthorized persons.
- 2.1.5. Fire and carbon monoxide alarm and detection equipment.
- 2.2. The Municipality may identify one or more of its full-time employees with MCOLES certification and a duty firearm to participate in the Task Force, subject to OCSO's approval in OCSO's sole discretion.
- 2.3. The Municipality will promptly notify OCSO of any personnel action involving a Municipality-employee Task Force member, including but not limited to, any reprimand, suspension, discharge, resignation, or demotion. The Municipality also agrees that it will promptly notify OCSO of any complaint, charge, or allegation of misconduct, whether civil or criminal in nature, that the Municipality becomes aware of regarding any Municipality-employee Task Force member.
- 2.4. All employment-related costs of the Municipality-employee, including, but not limited to, wages, salary, overtime, benefits, local, state and federal taxes associated with employment, and worker's compensation, is the sole responsibility of the Municipality at all times.
- 2.5. The Municipality will provide the Municipality-employee(s) assigned to the task force with standard law enforcement equipment, including but not limited to a duty weapon, police radio, cellular phone, bulletproof vest, patrol vehicle, handcuffs, and a taser. If the OCSO provides equipment that would be duplicative with the Municipality-provided equipment, the Municipality-employee must use the OCSO-provided equipment during Task Force operations.

### 3. **OCSO RESPONSIBILITIES.**

- 3.1. OCSO will provide:
  - 3.1.1. Specialized task-force related training, operational control, and oversight of the Task Force.
  - 3.1.2. Any specialized equipment and investigative expenses related to Task Force operations, including but not limited to:
    - 3.1.2.1. Body cameras to be used during Task Force operations.
    - 3.1.2.2. Computers, laptops, or similar technology to be used during Task Force operations.

- 3.1.2.3. Access to the OCSO case report writing system.
- 3.1.2.4. Any other special equipment or investigative expenses, as determined in OCSO's sole discretion.
- 3.1.2.5. Vehicles to be used by OCSO's assigned officer.
- 3.1.3. Deputation of all Task Force members as set forth in this Agreement.
- 3.1.4. Liability protection for the Task Force members as set forth in this Agreement.
- 3.1.5. Supplemental OCSO employees and support services (e.g., SWAT, evidence techs, etc.) to assist with Task Force operations, as determined in OCSO's sole discretion].

#### **4. DEPUTATIONS**

- 4.1. Subject to a background inquiry, a Municipality-employee must be sworn as a special deputy of the Oakland County Sheriff before joining the Task Force. The deputation must remain in effect throughout the tenure of each Municipality-employee's assignment to the Task Force.
- 4.2. Administrative and personnel policies imposed by the Municipality will not be voided by deputation of its employee. However, deputized Municipality-employees must follow OCSO's orders, rules, regulations, policies, and procedures when acting as a member of the Task Force.
- 4.3. This Agreement does not, in any manner, limit the unilateral and complete discretion of the Sheriff to deputize, refuse to deputize, or revoke the deputation of any Municipality-employee at any time and for any reason.
- 4.4. If a Municipality-employee's deputation is revoked, the Municipality-employee shall be considered immediately terminated from the Task Force. The Municipality may designate another Municipality-employee to join the task force as set forth in this Agreement.

#### **5. DURATION, SUSPENSION, AND TERMINATION**

- 5.1. Prior to its effectiveness, this Agreement and any amendments hereto must be:
  - 5.1.1. Signed by all Parties.
  - 5.1.2. Approved by the Parties' respective governing bodies. Such approval shall be entered in the official minutes of the governing body of each Party.
  - 5.1.3. Filed with the Oakland County Clerk and the Secretary of State, in compliance with MCL 124.510(4).
- 5.2. This Agreement becomes effective when the requirements in Section 5.1 are met and will remain in effect until terminated as set forth in 5.3.
- 5.3. Any Party may terminate this Agreement for any reason upon 30 days written notice. The effective date for termination or cancellation shall be clearly stated

in the notice. The Parties shall incur no penalty, expense, or liability if this Agreement is terminated under this section.

- 5.4. OCSO may immediately suspend this Agreement or the Municipality's participation in the Task Force if OCSO, in its sole discretion, determines that the Municipality has failed to comply with federal, state, or local law, or any requirements contained in this Agreement. The right to suspend services is in addition to the right to terminate this Agreement. OCSO shall incur no penalty, expense, or liability if services are suspended under this Section.

## 6. **NOTICES.**

- 6.1. Notices given under this Agreement must be in writing and sent via certified mail or first-class U.S. mail as follows:
  - 6.1.1. **To the OCSO:** Oakland County Sheriff, 1200 N. Telegraph, Building 38 East, Pontiac, MI 48341.
  - 6.1.2. **To the Municipality:** Chief of Police, 280 West 13 Mile Road, Madison Heights, MI 48071

## 7. **ASSET FORFEITURE**

- 7.1. In some circumstances, Michigan and federal law authorize forfeiture of property related to human trafficking offenses.
- 7.2. For forfeiture under Michigan law, OCSO will determine on a case-by-case basis if it is appropriate to seek forfeiture for any Task Force case. When appropriate, OCSO will consult and cooperate with other relevant agencies (e.g. the Oakland County Prosecutor's Office) to institute forfeiture proceedings and dispose of forfeited property. OCSO will pay any proceeds from the disposal of forfeited property in accordance with the applicable law authorizing the forfeiture (see for example, MCL 600.4708). Any proceeds authorized to be paid to a governmental unit will be split equally among each participating Task Force agency for that case.
- 7.3. For forfeiture proceedings initiated under federal law, each agency participating in the Task Force may file an individual equitable sharing request form with the federal government using its own, agency-specific NCIC code. Each agency submitting such a request must consult with OCSO to determine the appropriate pro-rata percentage to be requested in the form. The percentage will be equal for all requesting Task Force agencies participating in the case.
- 7.4. The Parties will comply with all applicable state and Federal laws and guidelines for spending and reporting forfeiture proceeds.

## 8. **LIABILITY**

- 8.1. The Municipality shall immediately notify OCSO of any civil, administrative, or criminal claim, complaint, discovery request, or other request for information that the Municipality receives notice concerning or arising from

the conduct of any Municipality-employee Task Force member or otherwise relating to the Task Force.

- 8.2. Except as provided in Section 7.3, each Party shall be responsible for its own acts and the acts of its employees, agents, and subcontractors, the costs associated with those acts, and the defense of those acts.
  - 8.3. Whenever a claim is made, or a civil action is commenced against a Municipality employee arising from alleged negligent or wrongful conduct by the Municipality employee while acting under the direction and control of OCSO and within the scope of his or her authority as a deputized member of the Task Force pursuant to this Agreement, the Municipality may request that the County defend and indemnify the Municipality-employee. Under such circumstances, the Municipality-employee will be covered under the County Indemnification Policy (specifically, County Miscellaneous Resolutions 85339 and 86124 and any amendments thereto). Consistent with County Miscellaneous Resolutions 85339 and 86124, and as further described in such Resolutions, the County will select the attorney to represent the Municipality-employee and will have control and supervision over the claim or civil action including, but not limited to, settlement of the claim or lawsuit.
  - 8.4. Notwithstanding the indemnification under Section 7.3, OCSO will not be responsible for the Municipality-employee's conduct that is not under the direction and control of the OCSO, authorized by OCSO, or undertaken outside the scope of a Municipality-employee's Task Force duties and assignments under this Agreement.
9. **DISCRIMINATION**. The Parties may not discriminate against their employees, agents, applicants for employment, or any other person or entity with respect to hire, tenure, terms, conditions, and privileges of employment, or any matter directly or indirectly related to employment in violation of any federal, state or local law.
10. **RESERVATION OF RIGHTS**. This Agreement does not and is not intended to impair, divest, delegate, or contravene any constitutional, statutory, or other legal right, privilege, power, obligation, duty, or immunity of the Parties.
11. **GOVERNING LAW/CONSENT TO JURISDICTION AND VENUE**. This Agreement shall be governed, interpreted, and enforced by the laws of the State of Michigan. Except as otherwise required by law or court rule, any action brought to enforce, interpret, or decide any Claim arising under or related to this Agreement shall be brought in the 6th Judicial Circuit Court of the State of Michigan, the 50th District Court of the State of Michigan, or the United States District Court for the Eastern District of Michigan, Southern Division, as dictated by the applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper in the courts set forth above.

12. **RECORDS**. Records created or maintained by the Task Force or any Task Force member(s) when acting as a member of the Task Force belong to OCSO. OCSO has sole management and control over such records. If the Municipality receives a request for any Task Force records it will immediately notify OCSO of the request for OCSO to determine if release is appropriate and whether redactions are required prior to release.
13. **NO THIRD-PARTY BENEFICIARIES**. Except as provided for the benefit of the Parties, this Agreement does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to indemnification, right to subrogation, and/or any other right in favor of any other person or entity.
14. **COMPLIANCE WITH LAWS**. The Parties shall comply with all federal, state, and local statutes, ordinances, regulations, administrative rules, and requirements applicable to its activities performed under this Agreement.
15. **PERMITS AND LICENSES**. The Parties shall be responsible for obtaining and maintaining, throughout the term of this Agreement, all licenses, permits, certificates, and governmental authorizations for its employees and/or agents necessary to perform all its obligations under this Agreement. Upon request, a Party shall furnish copies of any permit, license, certificate or governmental authorization to the requesting Party.
16. **DELEGATION/SUBCONTRACT/ASSIGNMENT**. The Parties shall not delegate, subcontract, and/or assign any obligation or right under this Agreement without the prior written consent of the other Party. A delegation, subcontract, or assignment made without the prior written consent of the other Party is void.
17. **MODIFICATIONS**.
  - 17.1. This Agreement may be modified at any time by written consent of all Parties.
  - 17.2. Modifications to this Agreement shall have no force and effect unless such modifications are in writing and the requirements in Section 5.1 are met.
18. **ENTIRE AGREEMENT**. This Agreement represents the entire Agreement and understanding between the Parties. This Agreement supersedes all other oral or written Agreements between the Parties.

The Parties have taken all actions and secured all approvals necessary to authorize and complete this Agreement. The persons signing this Agreement on behalf of each Party have legal authority to sign this Agreement and bind the Parties to the terms and conditions contained herein.

**THE COUNTY OF OAKLAND:**

**BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_  
David T. Woodward , Chairman, Oakland County Board of Commissioners

**OAKLAND COUNTY SHERIFF MICHAEL J. BOUCHARD:**

**BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_  
Michael Bouchard, Oakland County Sheriff

**CITY OF MADISON HEIGHTS:**

**BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_  
Roslyn Grafstein, Mayor